

## UCC Records Batch Agreement

This agreement is made between Subscriber, a corporation/individual and Nebraska.gov, a State of Nebraska information and communication network operated under the authority of the Nebraska State Records Board.

WHEREAS, Subscriber desires to enter into an Agreement with Nebraska.gov for the purpose of receiving computer access to UCC Data Dump (UDD) of data in the possession and control of the Nebraska Secretary of State, (SOS) through a UDD service provided by Nebraska.gov; and

WHEREAS, Subscriber desires to receive UDD for a minimum of six (6) consecutive months and thereafter on a month to month basis, to simultaneously acquire abstracts of UDD for a minimum of six (6) consecutive months and thereafter on a month to month basis and to do so by electronic batch processing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, including the amounts hereinafter provided to be paid by Subscriber for such access, the parties agree as follows:

1. Nebraska.gov shall furnish a copy of UDD including abstracts of UDD, requested by Subscriber and subject to any limitations to access to the UDD database imposed by SOS.
  2. Subscriber will retrieve UDD records directly from Nebraska.gov via the internet (FTP access only).
  3. Subscriber shall pay to Nebraska.gov a fee of \$800 monthly per UDD, if furnished once a month, \$500 per UDD if furnished twice a month or \$300 per UDD if furnished each week. Nebraska.gov shall invoice Subscriber on a monthly basis for the UDD services received. Payment shall be remitted to Nebraska.gov within twenty (20) days from the date of the invoice. Invoices will be emailed monthly to the Subscriber email address.
- \*\*Accounts not paid when due may be assessed a service charge, or may have their access terminated without notice.
4. Subscriber warrants that it is aware of, and will comply with, all applicable federal, state, or other laws with regard to, access to, or use of, any and all information, databases, programs, or other products to which access is provided by or through Nebraska.gov.
  5. This agreement may be terminated by either party after 6 months of continuous service with sixty (60) days advance notice in writing, signed by a duly authorized representative of Subscriber and delivered to the other party via courier. This agreement may be immediately terminated by Nebraska.gov upon any material breach of any covenant herein by Subscriber or upon cessation of the Nebraska State Records Board's Interagency Agreement with SOS. Any notice of termination shall be delivered by courier.
  6. This agreement constitutes the entire AGREEMENT of the parties and supersedes all other prior written or oral agreements between the parties with respect to the subject matter herein. This agreement may be changed, modified or amended at any time by an instrument in writing, signed by duly authorized representatives of both parties hereto.
  8. Nebraska.gov agrees to provide reasonable technical support to Subscriber during regular business hours, and to provide electronically paged technical support during other hours, to assist Subscriber with the electronic transfer process in the event of technical problems or downtime.

IN WITNESS to their agreement to the above, the parties have caused this instrument to be executed by their duly authorized representatives.

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Subscriber Signature

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Email Address

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Printed Subscriber Name

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Nebraska.gov Account Number

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Phone Number/Fax Number

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Date